

SCHEDULE A ADDENDUM TO THE SERVICE LEVEL AGREEMENT BETWEEN UTAH INTERACTIVE, LLC AND UTAH EDUCATION NETWORK

This document will serve as the latest Schedule A addendum to the Service Level Agreement with the Network, Utah Interactive, LLC, adding additional Utah Education Network (UEN) transactions or services to the Network, subject to approval of the State of Utah Chief Information Office (CIO).

AGREEMENTS

1. Access By the Network Manager Authorizes the Network Manager, to create a new, or make modifications to the existing UEN Web site and information contained on that Web site at <http://www.uen.org/>, in accordance with this Agreement. Description of the Web site is as follows:

At the direction of UEN, Utah Interactive will design and deliver to UEN templates for the home page, secondary page, header/navigation and include all necessary javascript/css. UI will not pour content into the new site or host any content. However, UI will act as a consultant as UEN transitions information from its existing site into a new site containing the templates provided by UI. UI will provide information architecture for content on the UEN site.

2. Record Classification and User Access UEN represents to the Network Manager the record classification: Public

The Network Manager certifies that they will offer the following security and authorization for access to the application outlined above:

Users will be required to register with the network through the subscription agreement and issued a unique username and password. This username and password will be required to access the service. The application will allow access to only those records to which the user is eligible to access as established by the UEN.

3. Record Supply Costs and Computer Programs. The Network Manager shall be responsible for costs and expenses in establishing access to the records and providing record transactions to Users and Subscribers, including without limitation, the cost for purchasing or developing and maintaining all programs used to interface with the UEN computer programs and to access the Records. Computer programs used by the Network Manager shall:
 - a. Protect information from unauthorized access;
 - b. Supply records to Subscribers on a timely basis in an accurate, understandable and logical format acceptable to UEN;
 - c. Be prototyped and tested by the Network Manager for UEN review and approval before it is offered to the public.
4. Use messages. If required by UEN, the Network Manager shall cause the Network to require Users to signify online that they will comply with any restriction on use of the records required by

law, as amended from time to time. Such user agreement will be in the form of a use message displayed online, with a required positive response, all as captured in a log file, prior to the User being permitted to further search or view the record.

5. Subscriber Agreements. The Network Manager shall obtain initial written agreements from all Subscribers that they will comply with any other applicable federal or Utah laws, regulations, or policies relating to record use and confidentiality. Such agreements shall be maintained by the Network Manager for inspection by the UEN.
6. Transaction Logs. UEN shall have access to the Network's Subscriber Transaction Log for the purpose of auditing the collection and dissemination of UEN's records. Unless otherwise specified by UEN, this Log shall contain the following data: Subscriber name, transaction data and time and type of inquiry/transaction.
7. Payment and Collection.

UEN has determined to proceed under a time and materials contract. Payment is due to Utah Interactive in three installments; 50% at commencement, 25% at completion of development, and 25% at deployment.

An Annual Maintenance Contract will be required at 20% of the original development cost of the application. This will be invoiced and paid annually.

Project Tasks	Estimated Hours	Hourly Rate	Market Rate	Actual Cost	Market Cost
Project Management and Documentation	50	\$70.00	\$200.00	\$3,500	\$10,000
Graphic Design	20	\$55.00	\$200.00	\$1,100	\$4,000
Development	20	\$75.00	\$125.00	\$1,500	\$2,500
Testing	10	\$70.00	\$125.00	\$700	\$1,250
Annual Maintenance Contract (20%)	n/a	n/a	n/a		
Total Cost				\$6,800	\$17,750

8. Records and Finances. All Network documents and records maintained by the Network Manager relating to UEN records shall be available for inspection, auditing and copying by the agency or other authorized representatives.
9. Responsibilities of UEN In order to accomplish the tasks outlined in this Addendum A, NETWORK MANAGER will require the UEN to perform the below listed items in a timely manner. If the UEN fails to provide any one of these items, the delivery dates for the NETWORK MANAGER deliverables may require adjustment. NETWORK MANAGER will not be held responsible for delays due to unavailability of data or resources from the UEN
 - The UEN will designate a Project Manager with responsibility and authority for review and approval of deliverables under this Addendum A.
 - The UEN will provide timely authorization for the project and for each approval required during the project.
 - The UEN will assist NETWORK MANAGER in resolving any problems that arise both during and after the implementation of this project.
 - The UEN will provide transfer of necessary IT knowledge, environment and business processes to NETWORK MANAGER. Verbal walkthroughs and documentation will satisfy this responsibility.

- The UEN will review and approve the functional requirement document and the prototype prior to implementation.
- The UEN will sign and return to NETWORK MANAGER the Letter of Acceptance before the application is implemented.
- The UEN will provide the required banking information to successfully set up and test the merchant account for processing of funds if applicable.
- The UEN will be responsible for setting up and managing a merchant account if applicable.

10. RESPONSIBILITIES OF Utah INTERACTIVE

- NETWORK MANAGER will designate a Project Manager to serve as the primary point of contact for the NETWORK MANAGER deliverables and who will coordinate completion of the NETWORK MANAGER deliverables with the UEN project team.
- NETWORK MANAGER will develop the application as defined in the Scope statement contained herein.
- NETWORK MANAGER will provide day-to-day management of the work plan.
- NETWORK MANAGER will host or attend periodic team meetings to review the status of project activities against the plan.
- NETWORK MANAGER will provide Project Plan Updates to the UEN Project Manager, as required.
- NETWORK MANAGER will provide Executive Briefings to the Project Sponsor and the CIO's Office, as required.
- NETWORK MANAGER will place the application into production and make it available for use by the UEN after receipt of an executed Letter of Acceptance from the UEN.

11. DELIVERY OF FINAL APPLICATION

Following user acceptance testing, the UEN will be requested by NETWORK MANAGER to sign a formal Letter of Acceptance ("Letter"). This Letter must be executed by the Project Sponsor, as previously identified in this Addendum A and the Letter must be received by NETWORK MANAGER's General Manager before the application can be placed into production and made available for use by the UEN. Once NETWORK MANAGER receives the executed Letter from the UEN, the application will be deemed accepted, placed into the production environment and thus the project will be considered complete and delivered.

12. CHANGE PROCESS

The scope of work as specified in this document shall not change except when approved in accordance with the following processes and/or protocols:

Prior to Software Delivery:

- The NETWORK MANAGER and UEN Project Managers will review any issues that may arise and determine if the resolution will lead to a change in the scope of work, which is defined as a change that will affect cost, schedule or staffing.
- The proposed change is formally documented, including the impact on schedule, cost and staffing.
- The proposed change in the scope of work is reviewed by the NETWORK MANAGER and the UEN Project Managers and taken before the eGovernment oversight entity for approval if required.
- Once the change in the scope of work is approved, the change becomes an additional Addendum to the SLA.

After Software Delivery:

After the application is delivered, as defined above, NETWORK MANAGER will provide support for the proper installation of the current release of the application.

- Maintenance: After the application is launched, if maintenance issues arise or reporting an error becomes necessary, the UEN should contact NETWORK MANAGER. Maintenance includes graphical changes, addition or re-wording of text, or other changes that do not materially change the utility, efficiency, functional capability, or application of the software. All other requested changes will be deemed significant maintenance efforts, requiring the UEN to submit a written change request to NETWORK MANAGER. NETWORK MANAGER will then evaluate the request, seek additional information if necessary, and prioritize it in consideration of other ongoing development projects with the approval of the CIO's Office, if required.
- Software Modifications and Enhancements: For software modifications or additions that materially change the utility, efficiency, functional capability, or application of the software the UEN will submit a written change request. NETWORK MANAGER will then evaluate the request, seek additional information if necessary, and prioritize it and price it in consideration of other ongoing development projects with the approval of the CIO's Office, if required.

15. Funding Source. The Agency is required to declare in advance the source of funds used for this project. Please indicate in the blank, which lettered statement is true about your funding source. If neither of these choices is true about your funding source, then the Network Manager may not be able to perform the work for the Agency. The Network Manager will rely upon your statement in determining whether it can or cannot perform this work for the Agency.

Declaration of funding source: _____

- a. "The Agency affirms that no federal funds are being used to finance this project." or,
- b. "Federal funds are being used to finance the project but no federal funds are being used that requires the Network Manager to assign all right, title and interest in any part of the work or deliverables, including any work allegedly made for hire, to any other entity, individual, or to the public domain. Special federal funding requirements, if any, are included as an attachment."

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officials or officers.

UEN

By Karen A. Krier
Karen Krier, Project Manager

Date 10-12-07

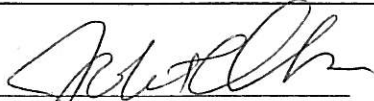
The Network

By Rich Olsen
Rich Olsen, General Manager

Date 10-21-07

Office of CIO

By



Jolet Olsen, DTS Director of Business Services

Date

11/15/07